CONSULT YOUR LAWYER I EFO HE SIGHTIG THIS WIST TOWNE IT THIS HIS PAIN ENT SHOULD IE US DEV LAW YERS ONLY.

97046802

THIS MORTGAGE, made the 13th day of November , mineteen hundred and 96

BETWEEN

DORIS A. MOORE, residing at 15 Bar Harbour Rd., \$512, Schaumburg, IL 60193

, the mortgagor,

LUFTHANSA EMPLOYEE FEDERAL CREDIT UNION, an organization duly licensed under the Federal Laws of the United States of America, located at 1640 Hempstead Turupike, East Meadow, NY 11554

, the mortgagee,

lawful money of the United States to be paided an interest rate of EIGHT (8.00%) per cent from November 13, 1996. The junctest rate I will pay is a fixed rate. I willpay principal and interest by making a payment each month. I will make my monthly payment on the last day of ask month beginning December 31, 1996. I will make these payments every month until I have paid all of the principal and interest and any other charges that I may one teler the Mortgage. My monthly payments will be applied to interest before principal. If on November 30, 2002, I shall still owe amounts under this Mortgage of principal or interest, I will pay these smounts in full at that time.

Will like the transfer to the production that the control of the c

according to a certain bond,

note or obligation bearing even date herewith, the mortgagor hereby mortgages to the non pages

ALL that certain plot piece or parcel of land, with the buildings and improvements there a crected, situate, lying and being in the

LEGAL DESCRIPTION AS PER EXHIBIT "A" ATTACHED HERETO AND MADE A PART HE TOP

. DEPT-10 PENALTY

\$10.00

Commonly known as: 15 MAR HARBOUR ROAD, SCHAUMBURG, IL 60193

DEPT-01 RECORDING
145555 TRAN 9685 01/22/97 09:16:00
46901 + JJ #-97-046802
COOK COUNTY RECORDER

33.50

sessiment biss gainioibs bas to most ai absor TOCETHER with all right, title and interest of the mortgagor in and to the land lying in the streets and

in connection with said premises, including but not limited to furnaces, boiletes, oil burners, radiators and piping, o'al stokers, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash-tuby sides, gas and electric fixtures, stoves, ranges, awnings, acreens, window shades, elevators, motors, dynamos. e'., erators, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and unschinery, uppl moces, futings, and fixtures of every lond in or used in the operation of the buildings standing on said premires, rogether with any and all replacements thereof and additions thereto; TO CELIMER with all fixtures, chattels and articles of personal property now or hereafter attached to or used

deliver any and all assignments and other instruments sufficient for the surpose of assigning said awards to the mortgages, free, clear and discharged of any encumbrances of any kind or nature whatsoever. TOCETHER with all awards heretolore and hereafter made to the mortgagor for taking by eminent domain the whole or any part of said premises or any essement therein, including any awards for changes of graces of such and parameters and to give proper receipts and acquitances therefor, and to caply the same toward the payment of the case of such increases debt, notwithstanding the fact that the amount owing therefor may must then be due and payable; and sible mortgage debt, notwitheranding the fact that the amount owing therefor and the fact that are not appared to the said mortgage debt, notwitheranding the fact the amount owing the said mortgage debt, and other inster, execute and deliver any and all assistments afficient for the surpose of assistments and all assistments and other instruments sufficient for the surpose of assistments and all assistments and other instruments sufficient for the surpose of assistments and all assistments.

: ewollol as ergaginom at this amenavo regaginom ad UNA

or payable or a lien.

- That the mortgagor will pay the inddiedness as hereinbefore provided. T
- ing the buildings or in so exsigning and delive ing the policies. An include the more sport of the built is the primary and the premises insured sea in the total soul but the built in the mortgages; that he will excit the built of the mortgages; the mortgages; the mortgages is the mortgages in the mortgages in the mortgages of the mortgages in the mortgages of the mortgages o
- 3. That no building on the premises shall be alterd, removed or demolished without the consent of the
- 4. That the whole of said principal sum and interest at an become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for fifteen days; or after default in the payment of any instalment of principal or of interest for fifteen days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirt, days after notice and demand either in assigning and delivering the joilings against buildings against loss by fire or in reimbursing the mortgage of or premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount days on the mortgage and whether any off-acts of default mon request in furnishing a statement of the mortgage of the mortgage and whether any off-payable in instalments at the mortgage debt, as hereinster provided, or the paragraph, be deemed due and payable in its entirety on the first instalment becomes due or payable or a lies.
- receiver. That the holder of this mortgage, in any action to foreclose it, shall be a nitled to the appointment of a
- the mortgages may pay the same. That the mortgagor, will pay all taxes, assessments, sewer rents or water 12 tes, and in default thereof,
- defenses exist against the mortgage debt. 7. That the mortgagor within five days upon request in person or within ten day. A on request by mail furnish a written statement duly acknowledged of the amount due on this mortgag, and whether any off-
- That notice and demand or request may be in writing and may be served in person or by mail.
- That the mortgegor warrants the citle to the premises.
- Of That the fire insurance policies required by paragraph No. 2 above shall contain the usual extended coverage endorsement; that in addition thereto the mortgagor, within thirty days after notice and demand, will keep the premises insured against war risk and any other hazard that may reasonably be required by the mortgagee, All of the provisions of paragraphs No. 2 and No. 4 above relating to fire insurance and the provisions of paragraphs No. 2 and No. 4 above relating to fire insurance and the provisions of the Real Property Law constraing the same shall apply to the additional insurance required by this research
- II. That in case of a foredosure sale, said premises, or so much thereof as may be affected by this more-gage, may be sold in one parcel. this paragraph.
- 12. That if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect fire debt secured thereby), to which action or proceeding the mortgage is made a party, or in which it becomes the debt secured thereby), to which action or proceeding the mortgage, all awas paid by the mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage, to the same paid by the mortgage, and any such small be paid by the mortgage, to see the rate of six per cent. Per annex, and any such such sum and the interest thereon at the rate of six per cent. Per annex, interest in or claim upon said premises attaching to accruing subsequent to the lien efficiency of the find any scion or proceeding to foredees this mortgage, and interest in or claim upon said premises attaching to accruing subsequent to the lien efficiency and interest the decursed to be secured by this mortgage. In any scion or proceeding to foredees this mortgage, or to means the decursed to be secured by this mortgage, in any scion or proceeding to foredees this mortgage, or to means and allowances and premises of the lient of the factors of the factors of the lient of the factors of the factors of the lient of t

KEHIBIT "A"

LEGAL DESCRIPTION:

Parcel 1: Unit 5-H as decribed in survey delineated on and attached to and a part of a Decleration of Condominium Ownership registered on the 4th day of September 1979 as Document Humber 2827663, as amended from time to time, together with an undivided percentage interest (except the units delineated and described in said survey) in and to the following described premises: That part of the North 40 acres of the West 1/2 of the Southwest 1/4 of Section 24, Township 41 North, Range 10, East of the Third Principal Meridian, bounded by a line described as follows: Commencing at the West 1/4 corner of Section 24, thence South 89 degrees 45 minutes 47 seconds East along the North line of the Northwest 1/4 of the Southwest 1/4 of Section 24, aforesaid, 154.81 feet; thence South 00 degrees 14 minutes 13 seconds West, 332.67 feet to the point of beginning of the parcel to be described, thence North 43 degrees 05 minutes 42 seconds East, 96.00 feet; thence South 46 degrees 54 minutes 18 seconds East, 40.83 feet; thence North 43 degrees 05 minutes 42 seconds East, 155.61 feet; thence North 73 degrees 05 minutes 42 seconds East, 185.61 feet; thence South 16 degrees 54 minutes 18 seconds East, 96.00 feet; thence 73 degrees 05 minutes 42 seconds West, 159.89 feet; thence South 43 degrees 65 minutes 42 seconds West, 225.88 feet; thence North 46 degrees 54 minutes 18 seconds West; 136.83 feet to the point of beginning, all in Cook County, Illinois.

Parcel 2: Easement for parking purposes in and to parking area number 23 as defined and set forth in said Declaration and servey and as created by the deed filed as Document Number 2962056, in Cook County, Illinois.

970AC802

Property of Coot County Clert's Office

RIDER to Note and Mortgage dated November 13, 1996

MORTGAGOR: DORIS A. MOORE

MORTGAGEE: LUFTHANSA EMPLOYEE FEDERAL CREDIT UNION

1. The annual rate of interest shall be automatically changed commencing the last day of , to wit and thereafter every six (6) months, i.e., June 30th and of each year, until the entire principal balance is paid in full. The rate of interest shall be charged by the Chemical Bank on the last working day of the preceding (6) six-month period, which shall be referred to herein as the "Index". If, for any reasons, the Index is unavailable prior to any Change Date, the Mortgagee will select a comparable Index for determining interest rate changes.

- 2. Each time that the interest rate is adjusted on the loan, the monthly payment of principal and interest will be adjusted effective the first day of the month immediately following the Change Date to be amount sufficient to pay all interest at the adjusted interest rate and repay the outstanding loan principal over the remaining term of the loan.
- 3. If the unpaid balance of the loan must be paid in full as a result of maturity, default, or otherwise, interest shall be payable on the unpaid balance at the interest rate in effect on the date the unpaid balance shall become due and payable.
- 4. If the Mortgager fails to keep any promise or obligation created by this Mortgage or the Note it secures, the Mortgagee may, at its option, remear this failure or default. The total of all payments made by the Mortgagor for such purposes, and any payment or payments due from the Mortgagor which are late or in default, shall be added to the unpaid balance of the amount borrowed and due to the Mortgage. Any such sum, together with the interest on it, shall be a lien coming about after the lien of this Mortgage.
- 5. This Mortgage shall become due and payable in the event of secondary financing by the Mortgagor Lerein.
- 6. In the event of a sale or transfer of the within premises, the entire principal balance shall immediately become due and payable.
- 7. In no event shall the interest rate be less than

 per cent during the term of the lean. In no ent shall the

 interest rate be greater than Per Gent during the

 term of the lean. The interest rate I am required co pay will

 never be increased or decreased by more than two percentage

 points (21) per annum.
- an escrow account with the mortgagee and shall pay to the mortgagee monthly at the time when the monthly installment of principal and interest is payable, an amount equal to one-twelfth (1/12) of the annual real estate taxes, water rates and sewer rates, and the annual premium for fire and extended coverage insurance, to be held and applied for the mortgagee to the payment of said items; and in addition thereto, mortgagor will pay to and deposit with mortgagee such additional reserves as may be necessary so that said sum, added together with the monthly payments, shall make up a fund sufficient to pay all of the aforesaid items on their respective due dates. In the event of any default in the monthly payment of one-twelfth (1/12) of such taxes, water rates, sewer rates, and hazard insurance, or any failure to pay on demand any additional sums necessary to fully

Property of Cook County Clerk's Office

discharge said items, same shall constitute in all respects a default in the terms hereof, and at the option of the mortgagee, the whole of said principal sum and interest thereon shall become immediately due and payable after any such default.

- 9. The words I, ME, MINE, WE, OUR mean the BORROWER, all who sign this Mortgage (except YOU) and all future owners of the premises. The word PREMISES also means PROPERTY. The word MORTGAGE shall also mean MORTGAGES if more than one mortgage is mentioned in this Agreement. The word OBLIGATION also means NOTE or BOND. Any words or explanations in the Agreement shall not be considered as depriving the BORROWERS of any of their rights under Section 254 of the Real Property Law of the State of New York but are considered and are intended to give the BORROWERS additional rights.
- 10. The markgagor shall be entitled to prepay this mortgage, at any time, in whole or in part without penalty upon at least ten (10) days prior written notice to Mortgagee of such intention to prepay provided Mortgagor also pays at the time of such payment all accrued and unpaid interest on the amount prepaid.
- 11. As additional security for this lcan, I also give you a security interest on any accounts, deposits or other credit balances maintained by me with Lufthansa at any time while this loan remains unpaid. If the entire balance of this loan becomes due for any reason, you may collect all or part of the unpaid balance by deducting such amount from any accounts, deposits or other credit balances.
- 12. The realty herein mortgaged being located in the State of New York, the mortgage and the rights and indebtedness hereby secured shall be construed and enforced according to the laws of the State of New York.
- 13. I and any person who has obligations under this note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the note holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.
- 14. The mortgagor recognizes that this markers loan with Lufthansa Employee Federal Credit Union is made as, a result of his/her membership in the credit union and employment with Lufthansa. If the mortgagor ceases to be employed by the mortgagee, Lufthansa, or its successors in interest, for any reason whatsoever, the mortgagee shall have the option, upon 60 days written notice to mortgagor to demand the entire principal balance together with unpaid interest immediately due and payable.

In the presence of:

Davis A- Nowo

DORIS A. MOORE

Property of County Clark's Office

security for the payment of said indebtedness, and the mortgagor grants to the mortgagee the right to enter upon and to take possession of the premises for the purpose of collecting the same and to let the premises or any part thereof, and to apply the rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this mortgage is paid The mortgagec hereby waives the right to enter upon and to take possession of said premises for the purpose of collecting said rents, issues and profits, and the mortgagor shall be entitled to collect and receive said rents, issues and profits until default under any of the covenants, conditions or agreements contained in this mortgage, and agrees to use such rents, issues and profits in payment of principal and interest becoming due on this mortgage and in payment of taxes, assessments, sewer rents, water rates and carrying charges becoming due against said premises, but such right of the mortgagor may be revoked by the mortgagee upon any default, on five days' written notice. The mortgagor will not, without the written consent of the mortgagee, receive or collect rent from any tenant of said premises or any part thereof for a period of more than one month in advance, and in the event of any default under this mortgage will pay monthly in advance to the mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the mortgagor, and upon default in any such payment will vacate and surrender the possession of said premises to the mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings.

That the whole of said principal sum and the interest shall become due at the option of the mortgagee: (a) after failure to exhibit to the mortgagee, within ten days after demand, receipts showing payment of all taxes, water rates, sower rents and assessments; or (b) after the actual or threatened alteration, demolition or removal of any building on the premises without the written consent of the mortgagee; or (c) after the assignment of t'e ents of the premises or any part thereof without the written consent of the mortgagee; or (d) if the building on said premises are not maintained in reasonably good repair; or (e) after failure to comply with any requirment or order or notice of violation of law or ordinance issued by any governmental department claiming juris action over the premises within three months from the issuance thereof; or (f) if on ment cauming juris accom over the premises within three months from the issuance thereof; or (1) if on application of the mental property and the state of New York refuse to issue position in violation or destruction in violation or in part of any of the fixtures, chattels or articles of personal property covered hereby, unless the care are promptly replaced by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages or other enterprises of the condition to those replaced, free from chattel mortgages or other enterprises of the condition to those replaced, free from chattel mortgages or other enterprises of the condition to those replaced, free from chattel mortgages or other enterprises of the condition to those replaced, free from chattel mortgages or other enterprises of the condition to the present of the chatter of the charge of the condition to the present of the charge of cumbrances thereon and free from any reservation of title thereto; or (h) after thirty days' notice to the mortgagor, in the event of the passage of any law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way to e taxation of mortgages or debts secured thereby for state or local purposes; or (i) if the mortgagor fails to kelp, observe and perform any of the other covenants, conditions or agreements contained in this mortgage.

15. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such across as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

16. The sales and the same grant and property in the sale of the sale of the monte of the 16. The initial monthly payment will be in the mount of FOUR HUNDRED THIRTY EIGHT AND 33/100 DOLLARS (\$438.33).

17. Hotwithstanding anything to the contrary negative contained, in the event of a default of payment of the Note bearing an every are with the Mortgage herein. the Bortgagee shall be entitled to reasonable atter and actual costs and disbursements for the collection of the Note and the necessary foreclosure ional te hereunder.

18. See Rider attached hereto and made a part hereof for additional terms and conditions.

19. This Mortgage is subordonate to First Mortgage.

This mortgage may not be changed or terminated orally. The covenants contained in this mortgage shall run with the land and bind the mortgagor, the heirs, personal representatives, successors and assigns of the mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall enure to the benefit of the mortgagee, the personal representatives, successors and assigns of the mortgagee and all subsequent holders of this mortgage. The word "mortgagor" shall be construed as if it read "mortgagors" and the word "mortgagee" shall be construed as if it read "mortgagors" and the word "mortgagee" shall be construed as if it read "mortgagees" whenever the sense of this mortgage so requires.

IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

DON'S A. MOORE

123000

Strike out th clause 16 if inepplicable.

THE ST

BAST MEADOR, HT (1.54 TYLINE'L UVELSAMIH 0491 REDERVI CEED C. HETON THEIRVERY STEPART

RETURN BY MAIL TO:

PEDERAL CREDIT UNION TOLLHARY VSHVELLART

OI

DORIS A. MOORE

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

C DUNTY XXXXXXXX

101

BLOCK

angagirofft.

name as witness thereto. at the same time subscribed b he, said subscribing witness, was present and saw execute the same; and that he, said witness, described in and who executed the foregoing instrument; to be the individual

that he knows

the subscribing witness to the foregoing instrument, with whom I am personsily acquainted, who, being by me duly sworn, did depose and say that he resides at No. personally came

set snoted a to yeb 61 adı aO

STATE OF HEW YORK, COUNTY OF

20892046

executed the same. to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that

personally came

on the

Solly Cle he signed h sme thereto by like order. knows the seal of a id orporation; that the seal affixed to said instrument is such appeare easl; that it was so affixed by order of the boan of directors of said corporation and that he signed h tion, and that in and which executed the foregoing instrument; that he , the corporation described

sar ei ad

TITLE NO.

he resides at No. nem yes to me known, who, being by me duly sworn, did depose and personally came

, before me

day of on the STATE OF NEW YORK, COUNTY OF

NOTARY PUBLIC STATE OF TLINOIS HEID! M STOICA

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that

personally came On the 19th day of Nowember 1994, before me

sm stoled , 61

to Yeb